

A.G. Contract No. KR97-2217-TRN
JPA No.: 97-159
Project: 600-1-703
Section: SR 101L, Pima Freeway 98
Shea Boulevard-Pima Road
TRACS No.: H 0830 01R
COS# 970259

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into January 30, 1997⁸ pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE acting by and through its CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article I, Section 1.03 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the right-of-way acquisition and related processes required for the SR 101L Pima Freeway from Shea Boulevard to Pima Road, the State and the City have agreed it is in the best interest of both parties for the City to conduct or accomplish the acquisitions of right of way on behalf of the State, at an estimated cost of \$25,000,000.00, all at State's expense, hereinafter referred to as "the Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22169
Filed with the Secretary of State
Date Filed: 01/30/98
Letty Bayless
Secretary of State

By: Wing Greenwood

II. SCOPE OF WORK

1. The City will:

a. By work order to existing contracts, engage appraisal and relocation consultants to accomplish the tasks outlined in Exhibit "A", attached hereto and made a part hereof.

b. In the name of the State and all at State expense, conduct negotiations for the acquisition of right of way for construction of the freeway. Such activities include, but are not limited to those activities outlined in Exhibit "A".

c. Invoice the State on a monthly basis, for the reasonable direct actual costs of right of way purchases. The total estimated cost of right of way is currently estimated at \$25,000,000.00.

d. Invoice the State on a monthly basis, for approved reimbursable expenses, the reasonable direct actual costs of appraisal and relocation consulting costs, and City Staff time as noted on Exhibit "B", attached hereto and made a part hereof, in an amount estimated at \$198,000.00.

e. Be responsible for any acquisition consultant or contractor claims for extra compensation attributable to the City.

2. The State will:

a. Be responsible for all contracts for title insurance, legal consulting and other legal work, litigation expenses, and right of way design, escrow, purchase agreements and other contracts (except for appraisal and relocation consultants), relating to the acquisition of the right of way.

b. Assist the City in the right of way acquisitions to the extent outlined in Exhibit "A", at no cost to the City.

c. Reimburse the City within thirty (30) days after receipt of an invoice, for the reasonable direct actual costs of right of way purchases. The total estimated cost of right of way is currently estimated at \$25,000,000.00.

d. Reimburse the City within thirty (30) days of receipt of an invoice, for approved reimbursable expenses, the reasonable direct actual costs of appraisal and relocation consulting costs, and City Staff time as noted on Exhibit "B", in an amount estimated at \$198,000.00.

e. Be responsible for any acquisition consultant or contractor claims for extra compensation attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project as reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Scottsdale
City Manager
3939 N. Civic Center Boulevard
Scottsdale, Arizona 85251

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SCOTTSDALE

STATE OF ARIZONA
Department of Transportation

By 
SAM K. CAMPANA
Mayor

By 
VICTOR M. MENDEZ
Deputy State Engineer

Attest

By 
SONIA ROBERTSON
City Clerk

Exhibit A

JPA 97-159

The City will:

- 1 Cause its consultant to appraise, prepare and review each parcel within the path of the Project remaining to be acquired per applicable Arizona Department of Transportation (ADOT) Standards
- 2 Acquire all necessary property rights for the freeway project and provide relocation assistance in accordance with the Federal Regulations and ADOT Policy. If a proposed voluntary price to acquire right of way exceeds appraised value, the State may approve the price via administrative settlement
- 3 Cause its consultant to prepare claims for relocation in accordance with Federal Regulations and ADOT Policy
- 4 Present to ADOT the results of right of way purchase negotiation for ADOT's acceptance or condemnation
- 5 Acquire in the name of the State of Arizona by and through its Department of Transportation, all right of way from Arizona State Land Department, including the extension of Frank Lloyd Wright Boulevard as described in document 89-483251, attached hereto by referenced, and shown on Exhibit "C". Reimburse the State on a pro-rata basis, the amount calculated for the extension of Frank Lloyd Wright.
- 6 Prepare and maintain files for each acquisition and relocation parcel in ADOT's format utilizing ADOT's forms. Provide notices to the property owners and occupants in accordance with the Federal Regulations and ADOT Policy
- 7 Submit all invoices to ADOT for approval and payment
- 8 Acquire all remaining parcels in the name of the State of Arizona by and through its Department of Transportation. prepare transmittals and briefing statements for condemnation as needed.
- 9 Open an escrow account with a title company of the City's choice, order updated title reports and obtain title insurance on privately owned parcels in the name of the State of Arizona by and through its Department of Transportation. Monitor the process and assist in clearing title requirements as necessary
- 10 Enhance ADOT's schedule to complete all assignments. ADOT's currently specifies Right of Way completion by 7/15/98 for Thunderbird - south and 8/14/98 for the segment from Thunderbird - north
- 11 Return all documents and completed files to the State

The State will:

- 1 Prepare and review or cause its consultants to prepare and review the Right of Way Plans (Anticipated completion date Thunderbird - south 9/9/97. Thunderbird - north 10/31/97)
- 2 Acquire the preliminary title reports
- 3 Delineate, prepare legal descriptions and documents of conveyance
- 4 Provide funding and review all payments for the project (i.e. acquisition, administrative settlement and relocation).
- 5 Perform or cause its consultants to perform asbestos and hazardous material studies as appropriate
- 6 Demolish or cause its consultants to demolish any structures within the area of the project
- 7 Review files and perform condemnation as needed
- 8 Monitor Right of Way activities as provided by the City of Scottsdale
- 9 Provide IBM compatible disk for letters & forms

Exhibit B

JPA 97-159

Rates for City Staff

Contractual Right of Way Agents

Rhonda Thomas	\$28.04
Jean Morris	\$28.52

Right of Way Agents

Bill Johnsen	\$23.30
Dennis Haley	\$23.30

Right of Way & Design Manager

Rod Ramos	\$29.80
-----------	---------

Other

Civil Engineering Tech II	\$11.44
---------------------------	---------

Project No. 600-1-703/101L MA 000 H0830 01R
Acquisition Hours and Related Costs

5-Nov-97

Individual Parcel Activity		Hours	Avg Rate	Parcels	Total
Order Title Reports		0			
Review Title Reports		1			
Set Up File		1			
Review Legal Description		1			
Review Plans/Strip Map		1			
Send Out Prelim Acq. Notice		0.75			
Review Appraisal (R/W agent)		2			
Review The Review Appraisal		1			
Send Out Offer Letters		1.25			
Negotiation Process		24			
Escrow Process		8			
Totals:		41	\$27.67	44	\$49,916.68
State Land Parcel Activity		Hours	Rate	Parcels	Total
Review Legal Description		1			
Review Plans/Strip Map		1			
Application		2			
Order Appraisals		1			
Advertisement/Auction		1			
Coordination Meetings		4			
Totals:		10	\$28.52	3	\$855.60
CAP Land Parcel Activity		Hours	Rate	Parcels	Total
Review Legal Description		1			
Review Plans/Strip Map		1			
Application		2			
Coordination Meetings		4			
Totals:		8	\$28.52	1	\$228.16
TCE		Hours	Avg Rate	Parcels	Total
Review Title Reports		1			
Set Up File		1			
Review Legal Description		1			
Review Plans/Strip Map		1			
Send Out Offer Letters		1.25			
Negotiation Process		24			
Totals:		29.25	\$27.67	15	\$12,140.21
Project Activity		Hours	Rate	Parcels	Total
Order Appraisals		4	\$29.92	44	\$119.68
Order Review Appraisals		4	\$29.92	44	\$119.68
Relocation Claim Review (avg rate)		5	\$27.67	4	\$138.35
Totals:		13	na	na	\$377.71
9 Monthly Coordination Meetings		Hours	Rate	Parcels	Total
R/W Agent (Johnson)		27	\$29.92		807.84
R/W Agent (Haley)		27	\$27.30		737.1
Contract R/W Agent (Thomas)		27	\$28.04		757.08
Contract R/W Agent (Morris)		27	\$28.52		770.04
R/W & Design Manager (Ramos)		27	\$35.95		970.65
Totals:		135	na	na	\$4,042.71

Project No. 600-1-703/101L MA 000 H0830 01R
 Acquisition Hours and Related Costs

Project Administration		Hr/Mo	Rate	Months	Total
R/W & Design Manager (Ramos)		10	\$35.95	9	\$3,235.50
Consultant Fees					
Relocation					
4 residences, 1 business					\$12,500.00
Appraisal					
Phase I					\$26,400.00
Phase II					\$57,620.00
Review Appraisal					
Phase I					\$10,890.00
Phase II					\$19,540.00
Total Consultant Cost					\$126,950.00
Total Staffing Cost:					\$70,796.57
Total Project Cost:					\$197,746.57

RESOLUTION

BE IT RESOLVED on this 22nd day of September 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Scottsdale, for the purpose of defining responsibilities for the City to conduct or accomplish the right of way acquisitions and related processes required for the SR101L (Pima Freeway) from Shea Boulevard to Pima Road, on behalf of the State.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID ALLOCCO

for LARRY S. BONINE
Director

RESOLUTION NO. 4954

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, FOR THE PURPOSE OF ACQUIRING RIGHTS-OF-WAY FOR PIMA OUTER LOOP (101L) FROM THE SHEA BOULEVARD INTERCHANGE (TI) THROUGH THE PIMA-PRINCESS TI.

WHEREAS, THE Arizona Revised Statutes §11-951, et seq. provide that public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, Article 1, Sec. 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, The Arizona Department of Transportation (ADOT) has programmed the construction of the Pima Freeway (101L); and

WHEREAS, the City of Scottsdale and ADOT agree that it is in the best interest of both parties for the City to accomplish the right-of-way acquisitions on behalf of the State, at State expense.

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That Mayor Sam Kathryn Campana execute the attached intergovernmental agreement authorizing the City of Scottsdale to:

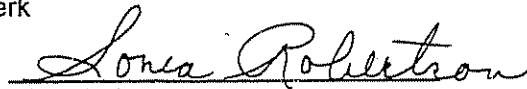
- A. Engage appraisal and relocation consultants.
- B. Conduct negotiations, in the name of the State, for acquisitions of right-of-way.
- C. Forward to State on a monthly basis, all invoices received.

PASSED AND ADOPTED by the Council of Scottsdale, Maricopa County, Arizona this 1st day of December 1997.

ATTEST:

Sonia Robertson
City Clerk

By:

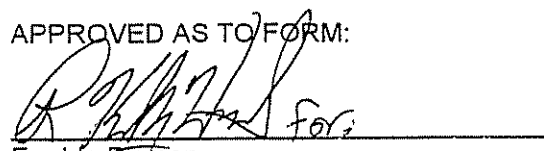

City Clerk

By:

CITY OF SCOTTSDALE,
a municipal corporation


Sam Kathryn Campana
Mayor

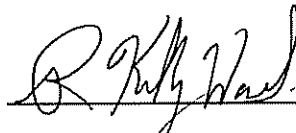
APPROVED AS TO FORM:


Freda Bisman
City Attorney

APPROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20th day of November, 1997.



City Attorney

For Freda J. Bismar



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2217TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 22, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/10005

Enc.